

EXHIBIT B

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

NSA AUTO TRANSPORT, LLC,

Plaintiff,

v.

Case No.: CL22003987-00

CONTRACT FREIGHTERS, INC.,

Defendant.

ANSWER

Defendant Contract Freighters, Inc., (“CFI”), by counsel, states as follows for its Answer to the Complaint filed by Plaintiff, NSA Auto Transport, LLC:

1. CFI is without sufficient information to confirm or deny the allegation contained in Paragraph 1 of the Plaintiff’s Complaint. To the extent a response is required, CFI denies the allegations in Paragraph 1 of the Plaintiff’s Complaint.

2. CFI is without sufficient information to confirm or deny the allegation contained in Paragraph 2 of the Plaintiff’s Complaint. To the extent a response is required, CFI denies the allegations in Paragraph 2 of the Plaintiff’s Complaint.

3. CFI admits the allegations contained in Paragraph 3 of the Plaintiff’s Complaint.

4. CFI admits that it is in the trucking business and owns trucking equipment. CFI denies the remaining allegations contained in Paragraph 4 of the Plaintiff’s Complaint.

5. CFI admits that an incident occurred on June 4, 2022. The remainder of the allegations contained in Paragraph 5 of the Plaintiff’s Complaint contain legal conclusions to which no response is required. To the extent a response is required, CFI denies the allegations.

6. The allegations in Paragraph 6 of the Plaintiff's Complaint contain legal conclusions to which no response is necessary. To the extent a response is required, CFI denies the allegations contained in Paragraph 6 of the Plaintiff's Complaint.

7. CFI denies the allegations contained in Paragraph 7 of the Plaintiff's Complaint.

8. The allegations in Paragraph 8 of the Plaintiff's Complaint contain legal conclusions to which no response is necessary. To the extent a response is required, CFI denies the allegations contained in Paragraph 8 of the Plaintiff's Complaint.

9. The allegations in Paragraph 9 of the Plaintiff's Complaint contain legal conclusions to which no response is necessary. To the extent a response is required, CFI denies the allegations contained in Paragraph 9 of the Plaintiff's Complaint.

10. The allegations in Paragraph 10 of the Plaintiff's Complaint contain legal conclusions to which no response is necessary. To the extent a response is required, CFI denies the allegations contained in Paragraph 10 of the Plaintiff's Complaint.

11. CFI denies any allegations not specifically admitted to herein, including allegations contained in any unnumbered paragraphs and the final paragraph, commencing with, "WHEREFORE."

12. CFI agrees to a trial by jury.

AFFIRMATIVE DEFENSES

13. Plaintiff's contributory negligence bars this claim.

14. Plaintiff failed to mitigate its damages.

15. Plaintiff was not injured to the extent alleged, if at all.

16. Plaintiff's damages are barred by the economic loss doctrine.

17. CFI denies that it is indebted to Plaintiff in any manner or for any amount.

18. CFI avers that Richmond, Virginia is not a proper forum or venue for this case being that the accident occurred in Troutdale, Oregon, and Defendant is not a resident of Virginia.

19. CFI avers that it will rely upon all affirmative defenses which it may be afforded and as may be supported by evidence adduced at trial, through discovery, or otherwise.

20. CFI reserves the right to assert at trial any and all properly provable defenses they may have to this action and further reserve the right to amend their Answer accordingly if they be so advised.

WHEREFORE, for the foregoing reasons Defendant Contract Freighters, Inc., denies that it is liable to the Plaintiff in any amount whatsoever and move that this action be dismissed and the Plaintiff be ordered to pay the costs incurred by CFI.

CONTRACT FREIGHTERS, INC.

By: /s

Counsel

A handwritten signature in black ink, appearing to be 'D. Beck', is written over a horizontal line. The signature is stylized with a large, sweeping loop at the end.

D. Cameron Beck, Jr. (VSB No. 39195)
Sarah K. Knarzer (VSB No. 97063)
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Counsel for CFI

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing was emailed and mailed via first class mail, postage prepaid, this 11 day of October, 2022, to:

C. Jay Robbins, IV (VSB No. 22847)
C. Jay Robbins, IV P.C.
8003 Franklin Farms Road, Suite 233
Richmond, VA 23229
Phone: (804) 299-4208
Fax: (804) 774-7527
cjr@robbins.legal
Counsel for Plaintiff

A handwritten signature in black ink, appearing to be "CJR", is written over a horizontal line.

VIRGINIA:

IN THE CIRCUIT COURT FOR THE CITY OF RICHMOND

NSA AUTO TRANSPORT, LLC,

Plaintiff,

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Case No.: CL22003987-00

CONTRACT FREIGHTERS, INC.,

Defendant.

**DEFENDANTS' OBJECTION TO VENUE AND MOTION TO DISMISS PURSUANT TO
VA. CODE ANN. § 8.01-265**

Defendant Contract Freighters, Inc., ("CFI"), by counsel, states as follows for their
Objection to Venue and Motion to Dismiss Pursuant to Va. Code Ann. § 8.01-265:

1. CFI hereby objects to venue being laid in the Circuit Court for the City of Richmond.
2. The accident referred to in Plaintiff's Complaint, which gives rise to this litigation, occurred at Loves Truck Stop Store #449, at 400 NW Frontage Rd., Troutdale, OR 97060.
3. Virginia Code Section 8.01-265 grants the Court authority to, upon motion by any party and for "good cause," dismiss any action brought by an out of state Plaintiff¹ without prejudice if the cause of action arose outside of the Commonwealth and if the court determines that a more convenient forum which has jurisdiction over all parties is available. Va. Code Ann. § 8.01-265. "Good cause" includes "the avoidance of substantial inconvenience to the parties or the witnesses." Id.
4. This cause of action arose outside of the Commonwealth.

¹ Plaintiff's Complaint does not establish that Plaintiff is a resident of the Commonwealth. Compl. at ¶¶1 – 2.

5. The events giving rise to this litigation occurred in Troutdale, Oregon, not in the City of Richmond. Thus, Troutdale, Oregon, is a proper venue and has jurisdiction over this matter.

6. Any witnesses of the accident, such as bystanders, tow truck operators, or repairmen are located in Troutdale, Oregon.² The location of the accident, which would be subject to a survey, is located in Troutdale, Oregon. Thus, Oregon is a more convenient forum for this action.

WHEREFORE, Defendant Contract Freighters, Inc., by counsel, respectfully requests that this action be dismissed for lack of a proper venue, and any and all other relief which the Court deems fit.

CONTRACT FREIGHTERS, INC.,

By: 

Counsel

D. Cameron Beck, Jr. (VSB No. 39195)
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Counsel for Defendant

² Additionally, upon CFI's information and belief, the Plaintiff's allegedly damaged property currently remains in Oregon, and any persons who repaired or examined the damaged property would also be located in Oregon.

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